

ORIGINAL

AGREEMENT BETWEEN
TOWN OF ASHBURNHAM

AND

NEW ENGLAND POLICE
BENEVOLENT ASSOCIATION

JULY 1, 2018 - JUNE 30, 2021

TABLE OF CONTENTS

Preamble	1
Article 1 - Recognition	1
Article 2 - Employment Security	1
Article 3 - Dues and Agency Service Fee	1
Article 4 - Management Rights.....	2
Article 5 - Hours of Work.....	3
Article 6 - Seniority	5
Article 7 - Sick Leave	5
Article 8 - Death Leave.....	7
Article 9 - Vacation.....	7
Article 10 - Holidays.....	8
Article 11 - Personal Days	9
Article 12 - Salary Schedule	10
Article 13 - Overtime.....	11
Article 14 - Call Back Wage.....	12
Article 15 - Clothing Allowance.....	12
Article 16 - Court Time	12
Article 17 - Time Off For Bargaining.....	12
Article 18 - Grievance Procedure	12
Article 19 - Discipline and Discharge.....	13
Article 20 - Extra Details	14
Article 21 - Equipment	15
Article 22 - In-Service Training.....	15
Article 23 - Health and Welfare.....	16
Article 24 - Injury Leave.....	16
Article 25 - Education Incentive	18
Article 26 - No Strike Provision	19
Article 27 - Drug Testing.....	19
Article 28 - Probation Period.....	21
Article 29 - Duration.....	21

PREAMBLE

This Agreement entered into by the Town of Ashburnham, hereinafter referred to as the TOWN or EMPLOYER, and New England Police Benevolent Association, hereinafter referred to as the UNION, constitutes a collective bargaining agreement under M.G.L. c. 150E.

If any of the provisions of this Agreement shall in any manner conflict with or contravene any Federal or Commonwealth law or statute, such provisions shall be considered null and void and shall not be binding on the parties hereto; in such event, the remaining provision of this Agreement shall remain in full force and effect.

Article 1 - Recognition

1.1 The employer recognizes the union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its full-time Patrol Officers and Sergeants.

1.2 The employer will not aid or abet, promote or finance any other labor group, organization, or individual, which purports to engage in collective bargaining, or make any agreement with any such group, organization, or individual for the purpose of undermining the union or changing any conditions contained in this agreement.

1.3 Allegations of violations of this Article constitute a "prohibited practice" and must be filed with the Labor Relations Commission and not under the contract's grievance procedure.

Article 2 - Employment Security

2.1 The employer agrees not to discriminate in any way whatever against any employee of the police department who is properly a member of the approved collective bargaining unit because he is a member of the union, or because he concerns himself, either personally or in concert with other members of the union or with any legitimate activity of the union, as long as it does not impede the efficient performance of the police department.

2.2 Allegations of violations of this Article constitute a "prohibited practice" and must be filed with the Labor Relations Commission and not under the contract's grievance procedure.

Article 3 - Dues and Agency Service Fee

3.1 The employer agrees to deduct the union dues once per pay period from the pay of the employees who individually request, in writing, that such deductions be made. The employer shall require, as a condition of employment during the life of this collective bargaining agreement, that an employee who chooses not to be a member of the union, make a payment of a service fee to the union commencing on or after the thirtieth (30th) day following the beginning of this employment or the effective date of this agreement, whichever is later. Such service fee shall be the equivalent of union dues, so long as the

Union complies with the requirements of the regulation of the Labor Relations Commission under M.G.L. c. 150E, Section 12.

3.2 The Town shall incur no liability for loss of monies after depositing the same as directed to the Union. The Town shall issue a monthly check to the Union Treasurer, for which the Union Treasurer shall sign a release form that he received said check, thereby relieving the Town of any liability.

Article 4 - Management Rights

4.1 Nothing in this Agreement shall limit the Town in the exercise of its function of management and in the direction and supervision of the Town's business. This includes, but is not limited to the right to: add or eliminate departments; require and assign overtime in cases of emergency or shortage of manpower, but not for details; increase or decrease the number of jobs; change process; assign work and work to be performed; schedule and/or modify shifts and hours to work and lunch or break periods; hire; suspend; demote, discipline, or discharge; transfer or promote; layoff because of lack of work or other legitimate reasons; establish rules, regulations, job descriptions, policies and procedures; conduct orderly operations; establish new jobs; abolish and change existing jobs; determine where, when, how and by whom work will be done; determine standards of proficiency in police skills; except where any such rights are specifically modified or abridged by terms of this Agreement.

4.2 Unless an express, specific provision of this Agreement clearly provided otherwise, the Town, acting through its Town Administrator and Police Chief or other appropriate officials strictly adhering to the chain of command as may be authorized to act on their behalf, retains all the rights and prerogatives it had prior to the signing of this Agreement either by law, custom, practice, usage or precedent to manage and control the Police Department.

By way of example but not limitation, management retains the following rights:

- to determine the mission, budget and policy of the Department;
- to determine the organization of the Department, the number of employees, the work functions, and the technology of performing them;
- to determine the numbers, types, and grades of positions or employees assigned to an organizational unit, work project, or to any location, task, vehicle, building, station or facility;
- to determine the methods, means and personnel by which the Department's operations are to be carried;
- to manage and direct employees of the Department;
- to maintain and improve orderly procedures and the efficiency of operations;
- to hire, promote and assign employees;
- for legitimate safety purposes to transfer, temporarily reassign, or detail employees to other shifts or other duties within the police department;
- to determine the equipment to be used and the uniforms to be worn in the performance of duty;

- to determine the policies affecting the hiring, promotion, and retention of employees;
- to establish qualifications for ability to perform work in classes and/or ratings, including physical, intellectual, and mental health qualifications;
- to lay off employees in the event of lack of work or funds under conditions where management believes that continuation of such work would be less efficient, less productive, or less economical;
- to take whatever actions may be necessary to carry out its responsibilities in situations of emergency;
- to enforce existing rules and regulations for the governance of the Department and to add to or modify such regulations as it deems appropriate subject to fulfilling its bargaining obligations;
- to suspend, demote, discharge, or take other disciplinary action against employees, to require the cooperation of all employees in the performance of this function, and to determine its internal security practices.

4.3 Management also reserves the right to decide whether, when, and how to exercise its prerogatives, whether or not enumerated in this Agreement. Accordingly, the failure to exercise any right shall not be deemed a waiver.

4.4 Nothing in this article will prevent the Union from filing a grievance concerning a violation of a specific provision of this contract. However, where no specific provision of the contract limits its ability to act, management may exercise its rights under this article without having such actions being subject to the grievance procedure.

4.5 The parties agree that each side had a full opportunity during the course of negotiations to bargain over any and all mandatory bargaining subjects, whether or not included in this Agreement. Accordingly, as to any such matter over which the contract is silent, the Town retains the right to make changes but only after prior consultation with the Union, involving notice and opportunity to bargain, if the Union so requests, to the point of agreement or impasse.

4.6 This contract does not purport to spell out the job responsibilities and obligations of the employees covered by this contract. Job descriptions are not meant to be all-inclusive. Management reserves the right to assign duties consistent with an officer's training and ability, regardless of whether the exact duty is listed in a written job description.

Article 5 - Hours of Work

5.1 The normal work schedule shall be a four and two schedule, which shall consist of four (4) consecutive work days with two (2) consecutive days off. Each work day shall consist of eight (8) hours and each work week shall average thirty-seven and one-third (37.33) hours. Officers working a four and two schedule shall receive a minimum salary. This salary shall be based on a thirty-seven and one-third (37.33) hour workweek, which takes into account the fact that during some "weeks" officers on a 4-2 schedule will work 32 hours and 40 hours in other weeks. Thereafter, officers working a normal 4-2 work week of forty (40) hours shall receive a salary based on thirty-seven and one-third hours,

and officers working a normal 4-2 work week of thirty-two (32) hours shall receive a salary based on thirty-seven and one third (37.33) hours. (For the purpose of this paragraph, the word "officers" refers to all full-time patrol officers. It is not the intention of this Article to supersede Article 14, Overtime.)

5.2 All shifts, shall be put up for bid preference request according to seniority with the senior most officer bidding first, then the second most senior officer and so on until all the shifts have been filled. The purpose of the bid procedure is to let the Chief know of an officer's preference when the Chief makes assignments, so he can take that into account. Bidding shall take place bi-annually on or about September first and on or about March 1st. Bidding shall remain open until September twentieth and March twentieth. Bid shifts shall go into effect on or about October first and April first. Shifts will be bid according to seniority. The union agrees that the Chief or his designee may alter the schedule so that any shift change does not create overtime. In case of a new or vacant shift, all shifts shall be posted for bidding. Since assignments are a managerial prerogative by law in Massachusetts, the parties recognize that the Chief may make assignments in the best interest of the community. Therefore, no grievance may be filed under this paragraph.

5.3 All employees shall be scheduled to work on a shift that has a regular starting and quitting time. Employees shall be given a reasonable notice of any change in their work schedule. In no event shall an officer be required to work in excess of sixteen (16) hours in a row unless in an emergency as determined by the Chief. The normal shift schedule shall be as follows:

- 11 p.m. to 7 a.m. shall be considered the first shift of the day.
- 7 a.m. to 3 p.m. shall be considered the second shift of the day.
- 3 p.m. to 11 p.m. shall be considered the third shift of the day

5.4 If an employee attends the police academy, that employee will be deemed to work a 5-2 schedule and will be paid an amount equal to his/her weekly wage only. The parties recognize that M.G.L. c. 41, Section 96B was amended by c. 333 of the Acts of 1994 creating the position of "student officer" which is not included in a bargaining unit. While assigned to a recruit academy, such persons will work the schedule required by the academy.

5.5 In the event that an officer assigned to a shift is unable to fill that shift, for reasons of illness, injured-on-duty or on own time, or military leave, and time off is taken in excess of eight (8) consecutive working days, the Town may fill the vacant shifts with a trained reserve officer after (8) consecutive shifts have been offered to full time officers. If the absence exceeds six (6) consecutive months, then the Town and the Union must reach an agreement on whether or not to continue this practice beyond that time.

5.6 A 5x2 shift Monday through Friday or a 4x2 rotating shift will be established if funding is available for the position of Investigator/Court Officer or Detective/Patrol Officer as determined by the Chief. The shifts will be for 8 consecutive hours of which four shifts will be between the hours of 0700 and 1700 hours and the fifth shift will be at the Chief's discretion to accommodate narcotic investigations involving the Drug Task Force. This position will receive 5% above the top patrolman's pay step.

The Chief of Police has the authority to determine who will be assigned to this position and may make changes as he/she deems necessary.

Article 6 - Seniority

6.1 Seniority shall be defined as continuous years of full-time service in the Ashburnham Police Department. Seniority for the Rank(s) of Patrol Officer, Sergeant and Lieutenant/Superior Officer shall be independent and shall be calculated by time in grade.

6.2 Seniority shall be used in the following manner: For determining wages, vacation and decreases in the working force by rank.

6.3 The employer shall furnish the union and the police department with a copy of the proposed seniority list. A permanent list shall be posted and maintained on a readily accessible bulletin board at the police station. Separate lists pertaining to Patrol Officers, Sergeants, and Lieutenants/Superior Officers shall be posted.

6.4 Seniority shall not be broken by vacation time, sick time, injury time sustained while on or off duty, unlawful suspension from duty, or any call to military service for the duration of his/her enlistment.

Article 7 - Sick Leave

7.1 Employees shall accrue sick leave at the rate of one and a quarter (1 ¼) days per month and may accumulate an unlimited amount.

7.2 If an employee is required to submit medical evidence for a period of less than three (3) days, they shall be so notified in writing. Such notification shall include the reason thereof.

7.3 Upon death or retirement of the employee, the employer shall reimburse the employee fifty percent (50%) of the current cash value of the total sick days accumulated not to exceed sixty (60) days pay. Employees hired before January 1, 2002 shall be eligible to receive this buyback upon layoff. Employees who give less than 1 year notice of retirement shall be eligible to be paid, but the Town Administrator shall have the sole discretion to determine whether the buyback will be paid in the fiscal year in which the employee retires, or in the next fiscal year.

Any employee hired after January 1, 2006 will not receive any sick leave buy back.

7.4 In the event of serious sickness in the immediate family of any employee - spouse, parents, children - the employee shall be granted up to three (3) days leave of absence with full pay to make household adjustments and arrange for medical services, the same to be deducted from accumulated sick leave.

7.5 Sick leave shall not accrue during any month in which the employee does not perform services for at least one day or whenever an employee is granted a leave of absence without pay.

7.6 The Chief may require certification for fitness to return to work from the employee's treating physician in any case where the employee is absent for a period in excess of one week. The workweek will be described as follows: The "four and two" shift workweek will be described as four (4) shifts. The "five and two" shift workweek, if applicable and implemented, will be described as five shifts.

7.7 A "Sick Bank" shall be defined as a written account of accrued sick time donated by each union member for the purpose of establishing and maintaining a "Bank" where sick time can be withdrawn by a specific union member in the event of an extreme illness/injury and/or recovery. The requesting member must have previously donated to the bank as required, unless it is capped at the time of their appointment. The dispersal of time from this bank shall be restricted and controlled. The administration, accumulation, and withdrawal from this bank shall be defined below:

- **Dispersal:** In order for time to be withdrawn from the bank, the following criteria must be met:
 - Request must involve extreme illness/injury and/or recovery of member.
 - All other time accrued by member must be exhausted.
 - No member can have a previous history of abuse of sick time.
 - Unanimous vote of approval is required from the administrative board to disburse time to a member.
 - In the event of a 2/3 majority vote, decision can be appealed to the Board of Selectmen. The Selectmen's decision is final and not eligible for the grievance procedure.
 - Each member may withdraw up to a maximum of twenty five (25) days per incident.
 - An extension up to a maximum of fifteen (15) days may be approved by a unanimous decision by the administrative board.
 - Decision on extension cannot be appealed.
- **Accumulation:**
 - Each member must participate and donate a minimum of sixteen (16) hours (2 days) to be eligible for withdrawal.
 - Minimum donation will be credited to bank yearly on July 1.

- The bank shall “cap” at One Hundred Fifty Days (150).
 - All donating members will be exempt from further donation upon bank reaching cap.
 - Members who previously donated or those members hired while the bank is capped will be considered eligible for withdrawal.
 - Donations will continue once the sick bank falls below 125 days.
 - New employed member are not eligible for sick bank withdrawal until they are off probation. The administrative board may consider a request by a probation employee to withdraw from the sick bank on a case by case situation.
- **Administration:**
 - There shall be a permanent board formed with three (3) members to evaluate and control the dispersal of time for each request. The members of this board shall consist of:
 - Chief of Police
 - Union President/Vice President
 - Union Member
 - Records of the sick bank balance shall be kept at Town Hall and in the Police Department for inspection at any time.

Article 8 - Death Leave

Regular full-time and permanent part-time employees shall be granted a leave of absence with pay for a period of up to five (5) days when a death has occurred in their immediate family upon request to their Department Head for attendance at the memorial service and for a period of bereavement. Immediate family shall be defined as mother, father, brother, sister, spouse, child, mother/father in-law, or foster parent/child. Funeral leave of up to three (3) days is authorized to attend the memorial service and for a period of bereavement for the death of a sister/brother in-law, aunt, uncle, niece, nephew, grandparent or grandchild. Funeral leave of one (1) day is authorized for the death of a first cousin. Greater bereavement leave may be taken with approval of the department head. Leave so granted will be charged to the employee's accrued sick leave.

Article 9 – Vacation

9.1 The employees shall be eligible to vacation as provided by the following schedule on their anniversary date:

Completion of 1 year to completion of 5 years.....	(15 days/yr.)
Completion of 5 years to completion of 10 years.....	(21 days/yr.)
Completion of 10 years to completion of 20 years	(24 days/yr.)
Completion of 20 Years	(28 days/yr.)

9.2 With the approval of the Chief, employees may carry up to five (5) vacation days beyond their anniversary date each year. These days must be used within the next twelve (12) months. Employees shall put their request in writing to the Chief no later than sixty (60) days prior to their anniversary date. An employee's accumulated vacation time shall be paid out upon them leaving employment with the town in their last pay check.

9.3 Employees may take their vacation days as individual days or in week increments, providing at least seven (7) days notice is given, and it does not cause staffing problems for the department as determined by the Chief or his designee.

9.4 Vacation leave shall not accrue during any month in which an employee does not perform services for at least one day or whenever an employee is granted a leave of absence without pay. However, he will keep whatever accumulated vacation he may have had when the injury occurred. An officer will not accrue any vacation while on injured on-duty status.

Article 10 - Holidays

10.1 The following days shall be recognized and observed as paid holidays:

New Year's Day – January	Labor Day – September
Martin Luther King Day – January	Columbus Day - October
Veteran's Day – November	President's Day – February
Patriot's Day - April	Thanksgiving Day – November
Memorial Day – May	Christmas Day - December
Independence Day – July	

The Town shall provide each officer with:
two (2) floating holidays;
Use of this day shall be in accordance with Article 11 – Personal days.

10.2 In case another day is celebrated instead of the holiday, as when the holiday falls on a Sunday, employees will receive pay only for the day so celebrated and not for two days except hereinafter provided. If an employee is required to work on any of the above holidays, in addition, he/she will be paid at their overtime rate of pay for the hours worked, except for Thanksgiving and Christmas, in which the officer will be paid double time for the hours worked. When any of the above holidays for which a normal day's pay is given falls within the paid vacation period of any employee, an additional day of paid vacation for each such day shall be granted to such employees, or the employees may take holiday pay. The holiday shall be a twenty-four hour period from 12:01 a.m. to 12:00 p.m. The above holidays will be paid provided that unless otherwise excused by the Chief or if the Chief is not available the next highest ranking officer, they have worked their last scheduled shift before and their next scheduled shift still after such a holiday.

10.3 Full-time employees may choose to have the holiday off, as long as the officer's shift can be filled.

Article 11 - Personal Days

11.1 Employees shall receive three (3) personal days at the start of each fiscal year. Employees shall use their personal days prior to the end of the fiscal year.

11.2 Personal days may be granted in the Chief's or his designee's sole discretion if less than 24 hours notice is given. Otherwise, a personal day shall be granted based upon the following conditions unless the Chief or his designee determines that: (a) the officer will be required due to anticipated high demand on the shift (for example predicted bad weather, visiting dignitary, etc.); or (b) the department is experiencing short staffing (defined as any two unit members on leave of any kind) on the day of the requested personal day. The officer requesting the day is responsible for determining whether it has been approved by the Chief or his designee before taking the day off. When the Chief or his designee determines that it is necessary to fill a shift through mandatory overtime, he will first attempt to get volunteers for the overtime, then order a unit member to work the shift. In selecting an officer to work the shift, the Chief or his designee, in his sole discretion, may choose from among the following (in any order):

1. The unit member(s) working before the shift to be filled;
2. The unit member(s) working after the shift to be filled;
3. Unit members from the forced overtime list, progressing through the list in inverse order of the number of hours of overtime the officer has worked until an officer is reached; or
4. Any combination of the above, including splitting the shift between or among two or more officers.

11.3 Upon death or retirement of the employee, the employer shall reimburse the employee fifty percent (50%) of the current cash values of the total personal days accumulated not to exceed three (3) days. Employees hired before January 1, 2002 shall be eligible to receive this buyback upon layoff. Employees who give 1-year notice of retirement shall be eligible to be paid the buyback amount upon retirement. If the employee gives less notice, then the Town Administrator shall have the sole discretion to determine whether the buyback will be paid in the fiscal year in which the employee retires, or in the next fiscal year.

Article 12 – Salary Schedule

12.1 All steps shall increase by 2% in FY18, FY19 and FY20. Those increases are represented in the rates listed below:

Patrol Officer, Entry Level	07/01/18	07/01/19	07/01/20
Hourly Rate	\$24.83	\$25.33	\$25.84
Overtime Rate	\$37.24	\$37.99	\$38.75
Bi-Weekly	\$1,853.81	\$1,891.14	\$1,929.21

Patrol Officer, More than 1 year or Academy Trained.	07/01/18	07/01/19	07/01/20
Hourly Rate	\$26.62	\$27.15	\$27.69
Overtime Rate	\$39.93	\$40.73	\$41.54
Bi-Weekly	\$1,987.45	\$2,027.02	\$2,067.34

Patrol Officer, More than 3 years	07/01/18	07/01/19	07/01/20
Hourly Rate	\$30.01	\$30.61	\$31.22
Overtime Rate	\$45.01	\$45.92	\$46.83
Bi-Weekly	\$2,240.55	\$2,285.34	\$2,330.89

Patrol Officer, more than 5 years	07/01/18	07/01/19	07/01/20
Hourly Rate	\$32.47	\$33.12	\$33.78
Overtime Rate	\$48.70	\$49.68	\$50.67
Bi-Weekly	\$2,424.21	\$2,472.74	\$2,522.01

Investigator/Court Officer	07/01/18	07/01/19	07/01/20
Hourly Rate	\$34.09	\$34.78	\$35.47
Overtime Rate	\$51.14	\$52.16	\$53.20
Bi-Weekly	\$2,545.16	\$2,596.67	\$2,648.19

Sergeant	07/01/18	07/01/19	07/01/20
Hourly Rate	\$37.32	\$38.07	\$38.83
Overtime Rate	\$55.98	\$57.10	\$58.25
Bi-Weekly	\$2,786.31	\$2,842.31	\$2,899.05

12.2 The Town agrees to pay the following shift differential:

1500 – 2300 shift \$1.75 per hour

2300 – 0700 shift \$2.00 per hour

Only officers physically working the shift will be eligible for the differential.

12.3 The Town will pay a yearly stipend for the following training instructor positions:

Firearms Instructor	\$300.00
CPR/First Responder Instructor	\$300.00
Pepper Spray Instructor	\$150.00
Baton/PR24 Instructor	\$150.00
Breathalyzer Instructor	\$150.00
Taser Instructor	\$150.00

All assignments to stipend positions and duties of those positions are the exclusive prerogative of the Chief of Police and can be changed or altered at any time. All stipends will be paid on or about June 1st of each Fiscal Year.

12.4 In recognition of their value to the Town, officers who have completed defined terms of full-time service with the Town shall receive an annual, lump-sum longevity payment on or about their employment anniversary date in accordance with the following schedule:

Completion of 5 yrs. service:	\$250
Completion of 10 yrs. service:	\$500
Completion of 15 yrs. service:	\$750
Completion of 20 yrs. service:	\$1,000

12.5 The Town agrees to reimburse the cost (not to exceed \$250.00) for each full-time officer each fiscal year to belong to the Massachusetts Police Association, Inc. Legal Defense Fund. Officers must submit proof of payment in order to receive reimbursement within that fiscal year.

Article 13 - Overtime

13.1 Employees covered by this agreement shall be paid overtime at a rate of one and one-half (1 ½) times his/her regular hourly pay rate for work in excess of his/her normal work day or his/her normal work week.

13.2 The Chief will attempt to have all overtime equally distributed with full-time officers having priority to reserve officers. A reasonable effort will be made to have officers contacted but failure to reach an officer or to have an officer reply promptly are beyond the responsibility of the Chief in attempting to comply with this article. The distribution of overtime shall be governed by a list with the senior officers appropriately

listed. When an officer refuses overtime, it shall be charged as if worked. At no time shall a reserve officer be called in until all full-time officers have been called.

13.3 Officers shall have the first right of refusal for prisoner watch.

13.4 Officers will work election details, only if a constable is not available.

13.5 Officers will be paid a minimum of 2 hours pay for attendance at department meetings mandated by the Chief.

Article 14 - Call Back Wage

If any employee is called back to the station or any place at any time to perform any duty, he/she shall be paid at his overtime rate of pay, which is time and one-half (1 ½). Such an employee so reporting shall be paid for a minimum of four (4) hours work.

Article 15 - Clothing Allowance

15.1 The Town of Ashburnham agrees to pay an allowance to each full-time officer, said set amount to be distributed by check in two equal installments, payable the first pay period following July 1 & January 1 each year. Clothing allowance payment shall be issued in a separate check from that of regular payroll.

The scheduled amount is as follows:

\$1,800.00 each year

15.2 All newly hired full-time officers will have 50% of the cost of a department dress uniform retained from each of their first year's clothing allowance checks. The Town will pay the remaining 50% cost.

Article 16 - Court Time

Court time shall be reimbursed at the employee's overtime rate; that is, one and one-half (1 ½) times the regular rate of pay. In no event shall he receive less than four (4) hours pay. Court time shall include any hearings before the Registry of Motor Vehicles or any other government agency that pertains to the performance of the employee's job. An officer's court time shall start one-half (1/2) hour before the convening of court where said officer is scheduled to appear.

Article 17 - Time Off For Bargaining

All meetings between the negotiation committee will be held at a site in the Town mutually agreed upon by both parties. Members of the committee, not to exceed two (2) to negotiate at any one (1) session, will be allowed time off without loss of pay to attend meetings, for a maximum of three (3) hours and not to exceed five (5) sessions.

Article 18 - Grievance Procedure

18.1 Any allegation that the Town or Chief has violated a provision of the Agreement shall be settled in the following manner:

INFORMAL PROCEEDINGS – The grievance shall first be reported verbally by the employee to his immediate supervisor and the chief and an earnest attempt shall be made to address the grievance within five working days. If a verbal denial is made to the grievance, a formal procedure may be followed and must be submitted within five working days of the verbal denial.

Step 1: The aggrieved employee, with or without the union steward and/or representative shall present the grievance in writing within five (5) days, excluding Saturdays, Sundays, and holidays of the incident upon which the grievance is based to the Chief. The Chief shall address the grievance within five (5) days, excluding Saturdays, Sundays and holidays, schedule a meeting within seven (7) days and after said meeting shall respond in writing within five (5) days of the meeting, always excluding Saturdays, Sundays, and holidays.

When a grievance is filed by an employee without the union steward or representative, the local union president shall be notified, and if a meeting is to be held he may designate a representative who shall be given the opportunity to be present at this step. Whether or not the union avails itself of this right, the disposition of this grievance step shall be consistent with the terms of this Agreement.

Step 2. If no satisfactory resolution is forthcoming from the Chief within the time limits set forth under Step 1, the employee may appeal in writing to the Town Administrator within five (5) working days. The Town Administrator shall respond within ten (10) working days, excluding Saturdays, Sundays, and holidays after receipt of the written appeal.

Step 3. If the grievance has not been settled by Step 2, any party (Union, Chief or Town, but not individual employee) may refer it to arbitration within fifteen days of the disposition under Step 2. If an arbitrator cannot be agreed upon, the parties will submit the matter to the Massachusetts Board of Conciliation and Arbitration for selection in accordance with their procedures. The decision of the arbitrator shall be final and binding on the parties, provided that the arbitrator shall have no power to modify, amend, or alter the Agreement, and that any award is consistent with the federal, state and local statutes, laws and by-laws. The expense of the arbitrator shall be borne equally by the parties.

18.2 The above procedure as it applies to discipline and discharge matters shall not apply to probationary employees who have been continuously employed by the employer in the same position for less than one (1) year.

18.3 By agreement of both parties, a meeting will be held at any step of the grievance procedure. If a meeting is held, the time limitation for answering the grievance will be from the date of the meeting.

Article 19 - Discipline and Discharge

Section 1 - Discipline:

The Town may utilize a wide range of disciplinary measures short of discharge to motivate officers in the performance of their duties, including but not limited to verbal or written warnings, written reprimands, suspensions and demotions. The Town may take disciplinary action in cases where an officer has violated the rules and regulations of the department, has failed to perform satisfactorily his or her duties as assigned by the Chief, or has otherwise engaged in improper conduct, or conduct unbecoming a police officer.

An employee shall have the right to submit a written rebuttal to a verbal or written warning, which rebuttal shall be placed in the personnel file if submitted within 30 days of the date the counseling or warning is delivered to the employee.

Disciplinary action involving reprimands will be given in writing, and may be appealed through the grievance procedure but not through the arbitration process.

Disciplinary action involving suspensions and demotions will be given in writing, and may be appealed through the grievance procedure.

Section 2 - Discharge:

In the event the Town decides to discharge an employee, the employee shall be given written notice of the grounds for discharge, and shall have an opportunity for a hearing before the Town Administrator or her designee, prior to the discharge taking effect. No permanent employee will be discharged without just cause.

The union may appeal a discharge through the grievance procedure starting at Step 3. In such a case, the written notice of discharge (after hearing) shall be treated as the Town's Step 2 response.

Section 3 - Probationary Employees:

Section 1 - Discipline and Section 2 - Discharge of this article shall not apply to probationary employees who have been continuously employed by the employer in the same position for less than one (1) year.

Article 20 - Extra Details

20.1 All extra details performed by an officer in the Town of Ashburnham shall be paid with a guaranteed minimum of four (4) hours pay. If the detail is longer than four (4) hours the officer will be paid for eight (8) hours. If the detail is longer than eight (8) hours, the additional hours shall be paid at a time and one half (1½) rate per hour for each additional hour or portion of any hour worked. On outside details, officers will be entitled to a full eight (8) hours pay in those cases where they return in the afternoon and the detail is completed. The assignment of extra detail work shall be done on an equally distributed basis with priority to full-time officers.

If an officer works a detail on a contractual holiday or in the event that a "strike" detail is worked, that officer shall be paid at time and one half (1½) the normal detail rate.

Detail Hourly Rate: FY19 \$51.00
FY20 \$52.00
FY21 \$53.00

The Town agrees that officers working a "Town Department requested detail" shall be paid at the above agreed upon rate or that officer's overtime rate, whichever is higher.

20.2 If an officer is scheduled to work an extra detail and the detail is canceled within two (2) hours of the time that the detail is supposed to begin, the officer shall be paid a minimum of four (4) hours detail pay at the expense of the party requesting the detail.

20.3 All private outside details, with the exception of any municipal or Town department, which conducts work on a public way and impeded the flow of traffic, shall be required to have a detail officer.

Article 21 - Equipment

21.1 The employee shall bring to the attention of the employer, in writing, any defects in equipment and the employer shall make a reasonable effort to correct the situation.

21.2 The employer subject to the approval of the Chief, agrees to issue to all full-time officers the following:

- Portable radio (including case, charger, external microphone)
- Baton and Holder (1)
- O.C. Spray (valid date) and Holder
- Handcuffs and case (2)
- Firearm (including magazine(s), magazine case, holster & ammunition)

21.3 The Town agrees to repair or replace any of the above equipment that becomes inoperable, or worn, due to normal police activity, and that equipment shall remain the property of the Town. In the event that personal equipment breaks, due to normal police activity, the Town will cover the replacement costs as long as the Chief has previously approved the use of said item for that officer. Said equipment shall be replaced with an equivalent type and the officer shall remain as owner of the equipment. If any of the equipment becomes inoperable, worn or broken due to the officer's negligence, that officer must repair or replace the item at his or her own expense.

21.4 If an officer already has any of the above equipment, the town will not be required to provide it to him or her. However, the town does agree to maintain that equipment as provided in the paragraph above.

21.5 All equipment purchased by the Town and issued to the officer will be returned to the Town upon the officer's employment termination. Any equipment owned by the officer, but maintained by the Town shall remain the property of the officer.

Article 22 - In-Service Training

The employer agrees to provide time and opportunity for all employees to attend classes, which may be mandated by law. The employees shall be paid at their regular rate for time spent in said class. The employer agrees to post the schedule of classes available through the Municipal Police Training Council (MPTC) and to provide time, with the Chief's approval, for officers to attend such classes.

Mandatory training shall include (Per M.G.L): CPR, First Responder and cardiac defibrillator training.

Article 23 - Health and Welfare

23.1 Employees covered by this agreement shall be eligible to participate in a Town-sponsored health insurance plan. The Town shall contribute seventy-five percent (75%) and the employee twenty-five percent (25%) of the total premium cost for the plan for all bargaining unit members employed by the Town prior to July 1, 2018. The Town shall contribute sixty-five (65%) and the employee thirty-five percent (35%) of the total premium cost for the plan for all bargaining employees employed by the Town as of July 1, 2018 and beyond.

23.2 The Town agrees to maintain during the life of this contract, Police Professional Liability Insurance in the amount of \$1,000,000 provided, however, that said policy and coverage are available to the Town, and if not available, the union will be so notified.

Article 24 - Injury Leave

24.1 Employees claiming paid injured leave under M.G.L. Chapter 41, Section 111F, or seeking indemnification under M.G.L. Chapter 41, Section 100 or related applicable sections, shall be required, as a condition of eligibility for such compensation or reimbursement, to do the following:

1. Provide affirmative evidence of compliance with each required element set forth in such statutes; notify the Police Chief or his designee of any change in medical condition, including, but not limited to, any hospitalization; and
2. Provide and release in writing all relevant medical evidence and documentation pertinent to the diagnosis and treatment of the injury or illness for which compensation or reimbursement is claimed.

This section shall also apply where the employer refers the employee for an examination to determine fitness for duty. The cost of such examination shall be borne by the employer.

24.2 An employee who is totally incapacitated for duty because of a physical injury sustained in the performance of duties shall be granted leave without loss of pay for the period of such incapacity provided that the proximate cause of such injury is not through

the fault of the employee. If it is determined that the injury is the fault of the employee, the employee shall be eligible to use available accumulated sick leave.

24.3 As a condition of continued eligibility for injured leave, an employee may not work for another employer and is expected to take all reasonable steps to hasten his return to duty status, including:

1. Avoiding unreasonable work or leisure activities (knowingly undertaken) which might jeopardize or slow his recovery; and
2. Adhering to all reasonably prescribed treatments and therapies, subject to the employee's right to refuse any surgery or other invasive procedure.

24.4 An officer who is injured while responding to a call for police service or providing such service when appropriate or required to do so by department rules, regulations, policies or procedures may, subject to the following, be eligible for a leave without loss of pay for the duration of an resulting disability which precludes such officer from performing his normal duties or any assignment which the Chief may make which is not inconsistent with the officer's training or ability. Officers who wish to apply for leave without loss of pay may do so by completing an application form supplied by the Department prior to the end of a shift on which the injury or illness occurs (unless their injury prevents them from doing so; then it will be filed as soon as possible thereafter.

24.5 Pending a determination of eligibility for injured on duty leave, an officer may be placed on sick leave where the Chief has reason to investigate the cause of injury. Officers requesting injury leave will cooperate in the Department's investigation, including, but not limited to, providing information concerning the circumstances of the occurrence causing the alleged disability and supplying or authorizing access to medical reports. Employees will submit to an examination by a municipally-designated physician, when instructed to do so.

24.6 The following will not constitute on duty time, and injuries occurring at such times will therefore not be considered to have occurred in the line of duty:

- traveling to or from work for regularly scheduled shifts (whether at the station or other place of assignment), unless the officer is engaged in performing police duties in Ashburnham (e.g., accident, citizen assistance, crime-in-progress, traveling to and from assigned training, etc.);
- traveling to or from paid details.

24.7 No injured on duty leave will be allowed where the disability results from the illegal use of drugs.

24.8 In computing the pay to which a disabled officer is entitled, base pay only will be used. Compensation will not include shift differential, hazardous duty pay or longevity, if applicable.

24.9 No uniform allowance or specialist pay will be paid to or on behalf of officers absent on injury leave for more than six (6) months during any fiscal year.

24.10 Disabled officers will, upon request, turn in departmentally issued weapons and any departmentally issued property or equipment.

24.11 For administrative purposes, injured officers will be deemed to be assigned to the day shift. Therefore, should the officer be required to confer with department or municipal officials, attend court in conjunction with pending cases, or submit to an examination, no requirement for extra compensation will be involved.

24.12 It is recognized that the provisions of this Article may be at variance with the terms of M.G.L. c. 41, Section 111F.

24.13 Light Duty:

An officer who is on leave without loss of pay status pursuant to Chapter 41, Section 111F of the Massachusetts General Laws may, in the discretion of the Chief, be required to perform limited or light duty on either a full-time or part-time basis, provided the Chief, in his discretion, determines that there is limited duty available to be performed by such officer and orders such officer to do so. The Chief shall consult with the employee's physician or a Town-designated physician to verify that the employee is able to perform such duty. Notwithstanding any provision of this Agreement to the contrary, including, but not limited to, those provisions relating to shift bidding and seniority, if any, the Chief shall have the full authority to assign and reassign such officer to any shift or limited duty necessary for the efficient implementation of this article.

Limited or light duty assignments shall include any duty to which an officer might otherwise be assigned, consistent with such officer's physical limitations, including, but not limited to training, investigative assistance, court work, school related work, public relations, inspections, station monitoring, clean-up or similar duties.

Article 25 – Education Incentive

25.1 The Town will provide the following education incentive to employees:

(1) that were appointed as full-time police officers for the town prior to July 1, 2012; AND

(2) that have attained a degree in Criminal Justice from an accredited college prior to July 1, 2012:

Associates Degree – 10% of Base Salary

Bachelors or Master Degree – 20% of Base Salary

25.2 The Town will provide the following education incentive to:

- (1) employees that were appointed as full-time police officers for the town on or after July 1, 2012; **OR**
- (2) employees who have attained a degree in Criminal Justice from an accredited college on or after July 1, 2012; **OR**
- (3) Employees that have a Non-Criminal Justice Degree from an accredited college as of July 1, 2018.

Degree	Patrolman	Detective	Sergeant
Associates (Non Criminal Justice Related)	\$ 2,250	\$ 2,375	\$ 2,500
Associates	\$ 4,500	\$ 4,750	\$ 5,000
Bachelor's/Master's (Non Criminal Justice Related)	\$ 4,625	\$ 4,875	\$ 5,250
Bachelor's/Master's	\$ 9,250	\$ 9,750	\$ 10,500

25.3 The incentive will be paid bi-weekly in equal installments.

25.4 Newly appointed officers will receive the education incentive after they have successfully completed the 12 month probationary period.

25.5 The Town will only be required to begin education payments on July 1st to current officers receiving degrees mid-year. In order to be eligible for education payments for July 1st, the officer receiving the degree must notify the Chief of Police in writing no later than December 31st of the previous year.

Article 26 - No Strike Provision

The Union agrees that during the term of its Agreement neither it, nor its officers or members will engage in, encourage, sanction, support, or suggest any slowdowns, mass resignations, or mass absenteeism in the department. In the event that union members participate in such activities in violation of this provision, the Union shall notify those members so engaged to cease and desist from such activities and shall instruct such members to return to their normal duties.

Article 27 - Drug Testing

Section 1 - Probationary Employees: Employees may be tested during the probationary period at such times as may be determined by management.

Section 2 - Absence from Duty: An employee who is absent from duty for more than twenty (20) continuous calendar days or thirty (30) calendar days in any one (1) year period on sick leave, injured-on-duty leave, disciplinary suspension, or leave of absence may be tested as a condition of returning to duty or at any time within the first month after his return to active duty.

Section 3 - Serious Incidents: An employee involved in an incident on the job which is serious, life threatening, or involves serious bodily injury may be tested after the incident.

Section 4 - Career Assignments: An employee may be tested as a condition of promotion or assignment to a specialist position.

Section 5 - Reasonable Suspicion: An employee may be tested after a determination by the Chief that there is reasonable suspicion to test the employee. Employees will execute a form acknowledging receipt of a copy of this drug testing article and agreeing to be bound thereby.

Section 6 - Procedures:

1. Urine samples or blood samples as specified by the Chief will be taken from an employee or a prospective employee according to directions provided by the testing facility.
2. The laboratory selected to conduct the analysis must be experienced and capable of quality controls documentation and chain of custody and must possess technical expertise and demonstrated proficiency in radioimmunoassay testing.
3. The employee to be tested will be interviewed to establish the use of any drugs currently taken under medical supervision.
Any employee taking drugs by prescription from a licensed physician as a part of treatment, which would otherwise constitute illegal drug use, must notify the tester in writing and include a letter from the treating physician.
4. Test results will be made available upon request to the employee after they are made known to the department. Employees having negative drug test results shall receive a memorandum stating that no illegal drugs were found. If the employee requests it, a copy of the memorandum will be placed in the employee's personnel file.
5. The testing procedures and safeguards provided in this policy shall be adhered to by all personnel associated with the administering of drug tests. For urine and/or blood sampling, the employee will be accompanied by an officer from the department assigned to supervise the taking of the sample to a collection facility. The employee will be assigned a test code identification for the purposes of maintaining anonymity and to assure privacy throughout the sampling and testing procedure. The employee will sign and certify appropriate documentation that the coded identification of the testing sample corresponds with the assigned test code identification.
6. The employee to be tested will report to the station at the time designated for transportation to the medical facility or laboratory designated by the department to obtain the testing sample.
7. The department will designate to the testing facility the specific drug charges for which the sample is to be analyzed. The testing facility will report findings only as to

those specific drugs for which the department requested testing, which may include all drugs covered by M.G.L. Chapter 94C.

The testing shall consist of an initial screening test, and, if that was positive, a confirmation test. The confirmation test shall be by gas chromatography or mass spectrometry.

8. Each step of the processing of the test sample shall be documented to establish procedural integrity and the chain of custody. Where a positive result is confirmed, test samples shall be maintained in secured storage for as long as appropriate.

Section 7 - Prohibited Conduct:

1. Illegal possession of any controlled substance.
2. Illegal use of any controlled substance.
3. Refusal to comply with the requirements of this drug policy.
4. Improper use of prescription medicine.

Section 8 - Impairment by Prescription Medicine: An employee shall notify the Chief of Police when required to use prescription medicine which the employee has been informed may impair job performance. The employee shall advise the Chief of Police of the known side effects of such medication and the prescribed period of use. The employee may be temporarily reassigned to other duties, or prohibited from working, where appropriate, while using prescription medicine, which may impair job performance or create unsafe working conditions.

Article 28 - Probation

28.1 Any newly appointed police officers shall be deemed to be on probation for a period of twelve (12) months from the date of appointment or in the case that a newly appointed officer is attending the recruit academy, his/her twelve (12) month probationary period will begin upon successful graduation of such academy.

28.2 A probationary employee may be suspended or discharged in the sole discretion of the Town, and the suspension or discharge or other discipline of such probationary employee may not be made the subject matter of the grievance provisions of this Agreement, either by the employee affected or by the Union.

Article 29 - Duration


29.1 This Agreement between the employer and the union entered into this date, shall continue in full force and effective for a period commencing July 1, 2018, and expiring June 30, 2021.

29.2 Either the employer or the union may give written notice sixty (60) days prior to the expiration date to the other that it desires to terminate or amend this agreement. If an amendment is requested, such written notice will contain a draft of any proposed amendments. During the negotiations of such proposed amendment, the terms of this agreement shall remain in full force and effect. Should neither party to this agreement


send a notice as described above, the agreement shall be considered to have been automatically renewed for one (1) additional year.

Signed and sealed this 3RD day of APRIL 2018, between the Town and the Union.

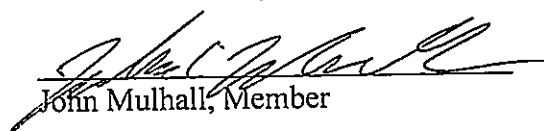
FOR THE TOWN,



Kyle Johnson, Chairman



Leo J. Janssens II, Member

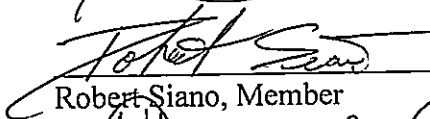


John Mulhall, Member

FOR THE UNION,



John Boucher, Member



Robert Siano, Member



Thomas G. Daly, Staff Representative

ASHBURNHAM BOARD OF SELECTMEN